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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE | LEASE AMENDMENT No. 1 |
| LEASE AMENDMENT ADDRESS OF PREMISES 1655 HEINDON ROAD ARCATA, CA 95521 | TO LEASE NO. GS-09P-LCA03230 PDN Number – N/A |

THIS AMENDMENT is made and entered into between DeBeni, Larry A & Lisa K

whose address is: 1122 Searles
Eureka, CA 95501

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.


NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

- 1) To replace the LEASE TERM; and
- 2) To replace 1.01 THE PREMISES; and
- 3) To replace paragraph 1.03 RENT AND OTHER CONSIDERATION subpart A; and
- 4) To replace paragraph 1.04 BROKER COMMISSION AND COMMISSION CREDIT; and
- 5) To establish the termination date of the lease; and
- 6) To add paragraph 1.21 Tenant Improvement Price Proposal to establish the total cost of the TIs and BSAC and provide the method of payment.


This Lease Amendment contains 5 pages including Exhibit 'A'

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR:

Signature: 
 Name: LARRY DEBENI USA K DEBENI
 Title: _____
 Entity Name: _____
 Date: 7/26/17

FOR THE GOVERNMENT:

Signature: 
 Name: Carl Brown
 Title: Lease Contracting Officer
General Services Administration
 Date: 7/26/2017

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: JANE M. DICE
 Title: Admin Asst.
 Date: 7/26/17

LEASE TERM is deleted in its entirety and replaced with the following:

To Have and To Hold the said Premises with its appurtenances for the term beginning on April 18, 2017 and continuing for a period of 10 years, expiring on April 17, 2027, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the Government.

1.01 THE PREMISES

The Premises are described as follows:

A. **Office and Related Space:** 25,500 (includes 2,328 sq ft of warehouse space) rentable square feet (RSF), yielding minimum of 21,000 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space located on the 1st and 2nd floors(s) of the Building, and 2,220 ware yard space, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. **Common Area Factor:** The Common Area Factor (CAF) is established as 20 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.03 RENT AND OTHER CONSIDERATION is hereby deleted to its entirety and replaced with the following:

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

| | FIRM TERM YEARS 1-7 | NON-FIRM TERM YEARS 8-10 |
|--|------------------------|-----------------------------|
| | ANNUAL RENT | ANNUAL RENT |
| SHELL RENT ¹ | \$457,470.00 | \$489,600.00 |
| TENANT IMPROVEMENT RENT ² | \$33,168.66 | \$0.00 |
| OPERATING COSTS ³ | \$117,300.00 | \$117,300.00 |
| BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴ | \$0.00 | \$0.00 |
| PARKING | \$0.00 | \$0.00 |
| TOTAL ANNUAL RENT | \$607,938.66 | \$606,900.00 |

¹Shell rent calculation:

(Firm Term Years 1-7) calculation: \$17.94 per RSF multiplied by 25,500 RSF

(Non-Firm Term Years 8-10) \$19.20 per RSF multiplied by 25,500 RSF

²The Tenant Improvement Allowance of \$189,207.96 is amortized at a rate of 6.00 percent per annum over 7 years.

³Operating Costs rent calculation: \$4.60 per RSF multiplied by 25,500 RSF

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 6 percent per annum over 7 years

Totaling 13,634 ABOA/16,660 RSF
First and Second Floors

| | FIRM TERM YEARS 1-7 | NON-FIRM TERM YEARS 8-10 |
|--------------------------------------|------------------------|-----------------------------|
| | ANNUAL RENT | ANNUAL RENT |
| SHELL RENT ¹ | \$298,880.40 | \$319,872.00 |
| TENANT IMPROVEMENT RENT ² | \$21,534.36 | \$0.00 |
| OPERATING COSTS ³ | \$76,636.00 | \$76,636.00 |

INITIALS:

[Signature]
LESSOR

&

[Signature]
GOV'T

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|---|---------------------|---------------------|
| BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴ | \$0.00 | \$0.00 |
| PARKING | \$0.00 | \$0.00 |
| TOTAL ANNUAL RENT | \$397,050.76 | \$396,508.00 |

¹Shell rent calculation:

(Firm Term Years 1-7) calculation: \$17.94 per RSF multiplied by 16,660 RSF

(Non-Firm Term Years 8-10) \$19.20 per RSF multiplied by 16,660 RSF

²The Tenant Improvement Allowance of \$122,841.02 is amortized at a rate of 6.00 percent per annum over 7 years.³Operating Costs rent calculation: \$4.60 per RSF multiplied by 16,660 RSF⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 6.00 percent per annum over 7 years


 Totaling 4,128 ABOA/4,954 RSF
 First Floor

| | FIRM TERM YEARS 1-7 | NON-FIRM TERM YEARS 8-10 |
|---|------------------------|-----------------------------|
| | ANNUAL RENT | ANNUAL RENT |
| SHELL RENT ¹ | \$88,874.76 | \$95,116.80 |
| TENANT IMPROVEMENT RENT ² | \$6,520.01 | \$0.00 |
| OPERATING COSTS ³ | \$22,788.40 | \$22,788.40 |
| BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴ | \$0.00 | \$0.00 |
| PARKING | \$0.00 | \$0.00 |
| TOTAL ANNUAL RENT | \$118,183.17 | \$117,905.20 |

¹Shell rent calculation:

(Firm Term Years 1-7) calculation: \$17.94 per RSF multiplied by 4,954 RSF

(Non-Firm Term Years 8-10) \$19.20 per RSF multiplied by 4,954 RSF

²The Tenant Improvement Allowance of \$37,192.88 is amortized at a rate of 6.00 percent per annum over 7 years.³Operating Costs rent calculation: \$4.60 per RSF multiplied by 4,954 RSF⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 6.00 percent per annum over 7 years


 Totaling 3,238 ABOA/3,886 RSF
 First and Second Floors

| | FIRM TERM YEARS 1-7 | NON-FIRM TERM YEARS 8-10 |
|---|------------------------|-----------------------------|
| | ANNUAL RENT | ANNUAL RENT |
| SHELL RENT ¹ | \$69,174.84 | \$74,611.20 |
| TENANT IMPROVEMENT RENT ² | \$5,114.29 | \$0.00 |
| OPERATING COSTS ³ | \$17,875.60 | \$17,875.60 |
| BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴ | \$0.00 | \$0.00 |
| PARKING | \$0.00 | \$0.00 |
| TOTAL ANNUAL RENT | \$92,704.73 | \$92,486.80 |

¹Shell rent calculation:

(Firm Term Years 1-7) calculation: \$17.94 per RSF multiplied by 3,886 RSF

(Non-Firm Term Years 8-10) \$19.20 per RSF multiplied by 3,886 RSF

²The Tenant Improvement Allowance of \$29,174.07 is amortized at a rate of 6.00 percent per annum over 7 years.³Operating Costs rent calculation: \$4.60 per RSF multiplied by 3,886 RSF⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 6.00 percent per annum over 7 years

INITIALS:


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1.04 BROKER COMMISSION AND COMMISSION CREDIT is hereby deleted to its entirety and replaced with the following:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Jones Lang LaSalle Americas, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to **Jones Lang LaSalle Americas, Inc.** with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

A. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment **\$50,661.55** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment **\$50,661.55** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment **\$50,661.55** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

Month 4 Rental Payment **\$50,661.55** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 TERMINATION RIGHTS is deleted in its entirety and replaced with the following:

1.05 TERMINATION RIGHTS

The Government may terminate this Lease, in whole or in part at any time effective after Aril 18, 2024, by providing not less than 90 days prior written notice. The effective date of the termination shall be the day following the expiration of the required notice period or termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.21 Tenant Improvement Price Proposal is added to establish the total cost of tenant improvements and BSAC.

1.21 Tenant Improvement Price Proposal. The Government and Lessor agree that the final Tenant Improvement price proposal, including all approved change orders, is \$189,207.96 which can be found in Exhibit A, the Tenant Improvement Cost Summary (TICS) Table.

The total Tenant Improvement cost of \$189,207.96 will be amortized into the rent over 7 years at the rate of 6.0%. A tenant improvement rental adjustment will be made according to lease paragraph 1.09 Tenant Improvement Rental Adjustment (SEP 2013).

INITIALS:

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